N-1101

REPORT

Foreign Affairs Section,

File No. Date September 14th, 1942.

N 1/0

SUBJECT: Further to Fraudulent activities of Head of the "Asia Land Co."

In accordance with the instructions of Supt. Yamaguchi, V. Herper, who is at present under detention, was further questioned with regard to the return of money to persons victimized by him.

After a lengthy interrogation Herper stated, that should he get in touch with a certain Mr. Chen, a banker, who owes him the sum of \$42,000.00 commission for houses sold, he would return every cent to his erstwhile clients.

On the 12-9-42, Herper led the undersigned and C.D.S. 545 to the "Dah Tsung" (大中) Bank, 501 Honan Road, where the manager Mr. Chen Dah Tsung (读大中) was interviewed. However, upon arrival Herper changed his statement by saying that this Mr. Chen was not the one he meant, but that he thought that Mr. Chen might know another Mr. Chen who is the manager of a bank on the Bund. Mr. Chen on having been interviewed stated that he has never seen Herper before nor did he know another bank manager by the name of Chen.

On having been further questioned Herper repeated his plea, stating that should be be granted three days' grace he would return the money without fail.

Questioned as to how and where he will obtain the money he stated that his numerous former clients for whom he found flats, shops, etc., during the past 8 months, still owe him, according to their agreements, the sum of \$20,000.00. Should his efforts in this

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FM. 3 G. 250-12-41

SHANGHAI MUNICIPAL POLICE.

REPORT

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Station.	File	No	 Date	

SUBJECT:

direction fail, he could borrow this amount of money or even a larger one, from his friends.

All Herper's plans of obtaining money appear to be very vague and there does not seem to be any truth in his statements. However, every opportunity is being offered him in an endeavour to straighten out his rather complicated financial affairs.

9

0 1. S. I.Z.

Officer i/c Foreign Affairs, C. & S. Branch.

FM. 2

SHANGHAI MUNICIPAL POLICE,

REPORT

C. & S. Branch. Station. File No. Date September 10, 1942.

SUBJECT: Fraudulent activities of V. Herper, head of the "Asia Land Co. "

Mr. Valentin Herper, German Jew, age 62, architect by profession, is the proprietor of the "Asia Land Co.," located at 587 Bubbling Well Road, Apt. 300, with residence at 205 Route Winling, French Concession.

S. S. Wittensk Tay to get tack charge him

Mr. Herper's activities first came to the notice of the S.M.P. at the beginning of July, 1942, in connection with his practice of demanding deposits of \$200 to \$500 from his prospective clients in return of which he was issuing receipts which stipulated that should be fail to find suitable premises (Apts, flats, shops etc. in accordance with the clients requirements) at a date specified in the receipt, the money would be returned in full.

Thus every person calling on Mr. Herper, in his capacity as rental agent, had to pay him a certain sum of money prior to any services having been rendered by It became known that by adopting this buthe latter. siness system Herper was collecting theusands of dollars monthly, which monies he was utilizing for speculation in Furthermore complaints have been received real estate. to the effect that when clients called at the Asia Land Co. in order to receive their deposits, Mr. Herper was delaying payments under various pretexts.

So in July 1942 he was requested to attend Police Headquarters when 'he was strongly cautioned to immediately discontinue the practice of demanding advance deposits, as well as to re-pay all the money due to him numerous clients.

V. Herper complied with the instructions received

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SHANGHAI MUNICIPAL POLICE.

REPORT

- 2 -

Station. File No..... Date......

SUBJECT:

and paid out the approx. sum of \$16,000 collected by him as deposits.

His subsequent business transactions, in connection with a house situated at 67/46 Yu Yuen Road, revealed that he reverted to his original practice of demanding "guarantee deposits," which, however, involved him in a number of fraudulent deals.

As the result of exhaustive enquiries made the following particulars have been gleaned:-

LOn the 9-9-41 Mr. & Mrs. W. Kovacs, Spanish, rented a house located at 67/46 Yu Yuen Road from the Woo Foong Native Bank (), 320 Ningpo Road at a monthly rental of \$350.00. The agreement was signed for the period of five years, with the following provision included in paragraph 3 (j) of the agreement:-

"Not to assign, transfer, underlet or part with possession of the whole or any part of the premises without the previous written consent of the Lessors (the Woo Foong Bank)"

Mr. and Mrs Kovacs redecorated and furnished the house and a month later, on the 1-10-41, moved into the premises.

On the 7-4-42, one named E. Stoeri, merchant and the ex-Honourary Austrian Consul in Tokyo, who is an old friend of the Kovacs family, arrived in Shanghai from Tokyo and took up rooms in the Palace Hotel, 23 Nanking Road.

On the 8-7-42, Mr. & Mrs. Kovacs removed from their residence at \$7/46 Yu Yuen Road and moved into an apartment at 1465 Avenue Read, whilst Mr. Stoeri continued to live at the Palace Hotel.

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SUBJECT:

On or about 23-8-42 Mr. Stoeri received a cablegram from Tokyo requesting him to return without delay. On the same day Mr. Stoeri approached Mr. E. Fleischer, Czechoslovakian, assistant manager of the Palace Hotel, to introduce him to a real estate agent or a land broker as he, Stoeri, had a house which he would like to rent out or, if possible, "transfer" the ownership of the premises and to sell the furniture for a total amount of \$250,000.00.

Having previously been acquainted with Mr. Herper, Mr. Fleischer summoned the former to the Palace Hotel where he made the introduction.

V. Herper was given the keys to the house, an inventory of the furniture, the sum of \$6,250.00 as part commission and expense money, plus a written authority, signed by Mr. Stoeri, to either find a buyer for the house or to conclude a long term contract. (It has to be stated here that such an authority was actually given to Hepper by Mr. Stoeri although the former is quite unable to recollect as to where the document is at present): An arrangement has further been made between the above two named parties that should Herper conclude any contracts with prospective clients, the contracts were to be sent by Herper to Mr. Stoeri, in Tokyo, who would choose the most likely candidate for the "transfer" or lease of the house and give his final appreval. Should, however, in the meantime something urgent come up, in connection with the house, Herper was to get in touch with Miss B. Costa, Portuguese.

E. 880-1-41

SHANGHAI MUNICIPAL POLICE.

REPORT

	-	- U	Date
tation.	File	No	Date

SUBJECT:

who is acting as private secretary to Mr. Stoeri during his occasional stays in Shanghai. Mrss Costa is at present employed in an office at 9 quai de France, rooms 62-64.

V. Herper's activities commenced immediately after Mr. Stoeri's departure on the 25-7-42. Sy devertising in the Shanghai Times" he received a number of visits from prospective clients who were desirous of renting the house at 76/46 Yu Yuen Road.

W. Herper was not, however, much interested merely renting out the house, and was trying hard to find a suitable client who would accept the "transfer" of the premises with the furniture for \$250,000.00 (this in accordance with Mr. Stoeri's instructions). During the first days of August 1942, Herper, allegedly, located a Japanese, name and address unknown, who was prepared to take over the house with contents for \$130,000.00. In accordance with a previous arrangement made Herper instructed Miss Cesta to cable Mr. Stoeri asking his approved to have the contract signed. A cablegrem was sent but no reply from Mr. Stoeri received.

Herper's fraudulent activities cover the month of August 1942 and the particulars of persons victimized by him in connection with the "signing of contracts" and demand of monetary "guarantees" on signing a lease for the premises at 67/46 Yu Yuen Road, are as follows:-

- 1) Wr. V. Krassovsky, Russian, 1248/21 Rus. Larayette, paid \$800.00 on the 11-8-42.
- 2) Mr. S. Uyei, Japanese, 356 Peking Road, and Mr. N. Yamaguchi, Japanese, 505 North Szechuen Road, paid \$6,000.00 on 16-8-42.

REPORT

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Station.	File	No	Date

SUBJECT:

- 3) Mrs. T. Frank, Russian, 741 Rue Ratard, paid \$4,800.00 on \$-8-42.
- 4) Mr. C. Hirabayashi, Japanese, 23 Gokenbo, Pagan Road (?), paid \$3,500.00 on 20-8-42,
- 5) Mr. W. T. Lee, Chinese, Cathay Mansions, Rue Cardinal Mercier, room 112, paid \$4,400.00 on ?-8-42.
- 6) Mrs. G. Samuel Perpliess, German, 173 Rue Mayen, paid \$6,000.00 on 25-8-42.
- 7) Mr. G. Jovino, Italian, 503 Dixwell Road, paid \$2,400.00 on 28-8-42, Having learned however of Herper's "transactions" Mr. Jovino threatened him with the Police and was returned the sum of \$2,000.00; the remaining \$400.00 are still outstanding.

Thus, during the period of one month, Herper using the house in question as "bat", obtained from various persons the sum of \$27,900.00 of which he, under pressure, returned only \$2,000.00.

Acting on instructions received from Supt.

Yamaguchi, Officer i/c Foreign Affairs Section, C. & S.

Branch, the undersigned arrested Herper, with the

necessary assistance of the French Police, on the

9-9-42 at 205 Rue Winling.

the above transactions Herper freely admitted having obtained the above sum of money from various clients and stated that the reason he was demanding a monetary "guarantee" was to safeguard himself in case the clients wanted to back out from their agreements. Questioned as to what he did with the money he admitted having spent the whole amount in order to pay off his most pressing debts.

On further instructions received, Herper was detained in the Central Station fending further develop-

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SHANGHAI MUNICIPAL POLICE.

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Station. File No..... Date.

SUBJECT:

ments.

The part played by Mr. & Mrs. Kovacs in connection with the transfer of the house to Mr. Stoeri, in view of their agreement with the Woo Foong Bank, is not yet quite clear. The couple was interviewed by the undersigned on the 9-9-42 at their present residence at 67/46 Yu Yuen Road, when they stated that Mr. Steeri is a very old friend of theirs and that Mrs. Kovacs owes him a large sum of money. On Stoeri's arrival in Shanghai he approached them with the request to pay off the debt which Mrs. Kovacs was unable to do. After some deliferation it was agreed that Mr. & Mrs. Kovacs would allow Mr. Stoeri to live at 67/46 Yu Yuen Road during his stay in Shanghai, thus paying off a small portion of the debt. Mr. Stoeri agreed to the proposal and took possession of the keys to the house as well as all the furniture, whilst Mr. & Mrs. Kovacs removed to 1465 Avenue Road.

Mr. Stoeri, however, did not move into the house and, as they only learned after his departure from Shanghai, engaged Herper to effect a "transfer" of the premises. Learning of Herper's activities in connection with their house Mr. & Mrs. Kovacs approached Miss Costa and demanded that the keys to the house be taken from him and returned to them. Miss Costa cabled Mr. Steeri re Herper's involved transactions and received a reply withdrawing from Herper all authority in connection with the premises in question. The keys to the house were, subsequently, taken from Herper and returned to Mr. and Mrs. Kovacs who moved into the

FM. 2

SHANGHAI MUNICIPAL POLICE.

REPORT

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Station.	File	NO

Date ...

SUBJECT:

premises on or about the 28-8-42.

The portion of the above statement as to how Mr.

Stoeri came into possession of the house, does not seem to be quite true as it appears doubtful that Mr.

Stoeri would give Herper a written authority to "transfer or lease the premises without the sanction of Mr. & Mrs.

Kovacs whom he knew to have an agreement with the Woo Foong Bank.

It is suspected that Mr. & Mrs. Kovacs, who knew quite well that they could not effect a "transfer" of the house in view of their agreement with the Bank, approached Mr. Stoeri and gave him the permission to sell or rent the premises. Should the "transfer" have been successful, the money would have, undoubtedly, been divided between Mr. & Mrs. Kovacs, Mr. Stoeri and probably the Woo Foong Bank.

In view of Mr. Stoeri's absence from Shanghai this theory can not be verified.

Whilst under detention, Herper stated that should he be given a three days' grace, he would be in the position to obtain money, from a certain Mr. Cheng (address unknown) with which to re-pay all the persons he defrauded.

On having been asked to elucidate, Herper. became very vague and it is believed that there is no truth in his statement.

D. S. I.

Officer i/c Foreign Affairs, C. & S. Branch.

REPORT

Foreign Affairs, Special Branch

Station. File No. Date August 51, 1942.

SUBJECT: Subtract of Verbal Statements in connection with the house on Yu Yuen Road

Mr. Kovacs states that according to a contract signed 9/9/41, effective from 1/10/41, the house No. 46, Lane 67, Yu Yuen Road, has been lessed by him for a period of 5 years at a rent of \$350.00 per calender month.

Mr. Storei, now in Japan, and Mr. Kovaos have had some money transaction in which Mr. Kavacs became . indebted to Mr. Storei and was at that time unable to repay him. He then offered Mr. Storei, at that time living in 3-4 rooms in the Palace Hotel to a very high rent, to move into the house on Tu Yuen Road and to take over the furnitures and everything in the house against his promise to pay the monthly rent.

Unfortunately Mr. Storei was called back to Japan on important business, so Mr. Kovacs thought the keys in possession of Miss*Costa, the secretary of Mr. Storei, but never dreamed that the "Asia Land Co." was involved.

Mr. Herper (Asia Land Co.) - As Mr. Storei had been living at the Palace Estel, he came to know the General Managerer. Pleicher (the guaranter for Er. Kovacs on the contract signed), when Mr. Storei left for Japan he was willing to depart with the house but consulted Er. Fleicher as to if he knew a reliable man whom he could trust to act as a broker to re-lease the premises with a view that the interested party should take ever the house and purchase all contents as is, and Mr. Herper was thus recommended and given the necessary authority, this authority does not give him any right

1. S. Willensky Land Co. according the

report Still a has no Authori anzangin ent between m Kavais a Store

Tense make Investigation & report

FM. 2 G. 850-1-41

SHANGHAI MUNICIPAL POLICE.

REPORT

2 -

Station. File No..... Date.....

SUBJECT:

to rent the house to anyone (this according to a letter dated August 20th., 1942, signed B. Costa for Mr. E. Store1.)

Miss B. Costa, Mr. Storei's secretary, states that the house and all its contents belong to Mr. Storei and that he purchased same with the view of establishing a boarding house on the premises with Mr. Kovacs in charges This is said to have been done only as a favour to Mr. Kovaes, as he and Mr. Storel were the same nationality (Mr. Novacs now Spanish citisen). Confidentially she states that an agreement exists between Mr. Storei and Mr. Kovacs to the effect that the latter has no claim on the house or to any thing of its contents.

Mr. Herper has new promised to arrange it in such a way that the prospective Japanese owner will be established on the first floor of the house which holds five rooms, and then arrange with them to allow Er. Krassowsky to occupy the ground floor 5 rooms. Mr. Kovaes will agree to this or not is a matter they can settle between themselves.

& Lind

Officer i/e Fereign Affairs, Grime & Special Branch

6. 880-1-41

Foreign Affairs, Special Branch

SHANGHAI MUNICIPAL POLICE.

REPORT

Station. File No.....

5 101 42 8

SUBJECT:

The asia Land Co.

The Asia Land Co. is situated at 587 Bubbling Well Road, Apt. 301 (Ascot Apt.).

employed at the S.M.C. Rice Office, consulted with the above-mentioned Co. as how to obtain a 3-4 room house or apartment; upon payment of \$200 as deposit, the company undertook this task and verbally promised in the shortest period of time to locate a suitable place for him.

Firstly, Mr. Herper, the Manager of Asia Land Co., directed his client to 16 Dubai Apt., which by the way is occupied by Mr. Moessler, German citizen, stating that this apartment would be vacant in a few days. Upon enquiries, Mr. Krassowsky learnt that Mr. Moessler never had had any intention of vacating his apartment. Now he pleaded with Mr. Herper to find him a suitable place to live in as he had already left his former house and was at present staying with some friends.

After many apologies hr. Herper said he had three more places to dispose of, but upon enquiries it became known that one was already occupied, another was a filthy Chinese house expected to be vacant on 15th. Sept. and at the third place the watchman refused to let them in (apparently he knew Mr. Herper).

Mr. Krassowsky was by now very disgusted with the whole affair; but when Asia Land Co. offered to pay the deposit money back, he refused, as the main point for him was to get an apartment or a house as was promised him.

For some time nothing was heard of the Asia Land Co. but one day a telephone call came through from Hr. Herper

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SHANGHAI MUNICIPAL POLICE.

REPORT

- 2 -

Station. File No.....

. Date.

SUBJECT:

and he had now succeeded in obtaining a very good house at 67/46 Yu Yuen Road, and Mr. Krassowsky also found this very suitable even if the rent should be \$600. Mr. Herper promised to have this place renovated so it could be ready till 25/8/42. A provisional agreement was signed to that effect, but Mr. Herper saw it necessary to send this agreement to the German Consul-General, who was said to be in Tokyo, in order to reach his approval. This took place on the 11/8/42, Hr. Arassowsky now feeling very sure in getting a house waited for over a week, but as he did not hear anything from Mr. Herper, he called on him at the office. Now he learnt that Mr. Herper on behalf of the German Consul-General was expecting to receive \$130,000.00, as payment for the house on Yu Yuen load, and until then he would be unable to do anything in the matter (this seems very strange that the German Consul-General should have any relations with Mr. Herper who is a German Jew, refugee.).

On Honday 24th. Mr. Krassowsky desperately desired a definite decision in the matter, so I escorted him, unofficial, to the office of Asia Land Co. Upon entering the office we met Danimannis, former S.H.P. employee who is now attached to Mr. Herper's office as interpreter but is apparently also assisting him with "legal" advices.

After a long conversation they finally agreed to make out a statement, to be signed by Mr. Herper in which they confirm that Asia Land Co. have sent a letter to Mr. E. Stoeri, Austrian Consul-General at present in Tokyo, requesting him to approve of Mr. Krassowsky renting the mentioned house, and when the really comes, in

FM. 2

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SHANGHAI MUNICIPAL POLICE.

REPORT

·- 3. -

Station. File No..... Date....

SUBJECT:

Apparently Mr. Herper is now completely ignoring the existence of the Japanese citizen who intended to but the house. Likewise he talks about the Austrian and German Consul-General as one person and do not hesitate to write their names on statements signed by him. Mr. Herper do not seem to realise that no Austrian Consulate has existed since 1937.

Although this is a civil case and not for the Police, I think it is advisable to have investigation made in these matters, because it can be taken for granted that Mr. Krassowsky is only one out of many victims.

S. Sind

Officer i/c Foreign Affairs, Crime & Special Branch

MUNICIPAL POLICE SHANGHAI

REPORT

Station. File No. Date My 30th, 1942.

SUBJECT: Valentin Herper of the "Asia Land Co. ".

Further to reports appearing in the attached file Mo. 1101 regarding the activities of V. Herper of the Asia Land Company, enquiries go to show that this individual is still operating the above company, at room 301, 587 Bubbling Well Road, and that centrary to previous reports his advertisements are accepted for publication by the Shanghai Times, the Sin Wan Pao and other newspapers.

Enquiries at the Offices of the Asia Land Company by persons ostensibly seeking a flat with m view of ascertaining the present modus operandi show that a deposit of C.R.B. \$200.00 is taken from the prospective clients before any information is supplied regarding the leasing of premises.

It is hardly necessary to repeat that the object of collecting the deposit, before any service is given, is to retain same whatever the excuse may be; one of the most popular excuses being employed is that the client cannot blame the agency for any unsuccessful deal and that expenses of maintaining the azency are heavy.

One of Herper's recent victims is reported to be a certain Ers. Yang, wife of a Chinese banker presently residing at 147, Apt. 7, Rue Faul Henry, French Concession, whom it is alleged Herper had defrauded of \$6,000.00, however, no legal action was staken by the complainant who is a well known local resident and probably decided to let the matter stand

For File



INDEXED BY DATE 121.6

REPORT

Station.	File	No	Date

SUBJECT:

for reasons of publicity.

It should be recalled that Herper on account of his illegal activities was ordered to leave the French Concession with the result that he liquidated his agency then located at 207 Route Winling, French Concession, and in partnership with one Kirstein, another refugee, established a new concern under the name of the "Asia Land Company" at Apt. 53, 778 Bubbling Well Road.

From this last given address in a comparatively short period he shifted his scene of activities to Apt. B. 1, 934 Bubbling Well Road then to Room 201, 587 Bubbling Well Road and finally to his present address at Room 301 in the same building.

Further enquiries indicate that the majority of foreign operators of the local real estate agencies and even Chinese have signed their names on the warning to the public regarding the activities of the Asia Land Company. This warning was previously published in the "Shanghaier Morgenpost".

The fact that this warning was not motivated by professional jealousy is berneout by the different methods employed by all other agencies, with a view of securing commission, to that of Herper's agency. There is little doubt that the unusual method employed by the Asia Land Company of collecting money before any service is rendered reflects to a certain extent on the reputation of all other agencies and considerably reduces their scope of business.

It has been established that a number of clients prefer to leave their deposits in the hands of Mr.

FM. 3 0. 300-1-41

SHANGHAI MUNICIPAL POLICE.

REPORT

....Station. File No...... Date...... Date......

SUBJECT:

Herper rather than go to the trouble and expense of engaging a lawyer to present their case in Court.

Herper has been warned by the Police on December 16, 1941, to desist practising his nefarious business with the result so far no affair of big proportion has been reported, however, a number of smaller matters involving sums of between \$200.00 and \$400.00 have been settled between him and his clients; the victime being reluctant to take legal action.

V. Michenko

Officer i/c Foreign Affairs, Special Branch.

Special Branch

REPORT

Subject (in full) Complaint against Asia Land Company, Apt.

Bubbling Well Road,

Made by D.S. Saito Forwarded by G.D.I. M. Umemoto

Acting upon instructions from C.D.I. M. Umemoto, on the afternoon of December 16, 1941, I interviewed Valentin Herper of the Asia Land Company and his partner Kirstein and warned them that the police will take strong action if they continue to do crooked business.

le sarlow

D. C. (Crime and Special Branch).



MEDHURST APARTMENTS

Office Hours 10 - 12, 2 - 4

General-Manager: ARCHITECT HERPER Personal Office Hours: 3-4 P.M. Tel. 33683

Telegrams: "ASIALAND, SHANGHAI"

Shanghai.

Wishes:

SECTION A.

SPECIALIST FOR REIN-FORCED CONCRETE. BUILDING EXPERT FOR APARTMENTS, OFFICES. SHOPS.

SECTION B.

AGENCY FOR HOUSES. APARTMENTS, FLATS A KOOMS, BUYING & SELLING OF HOUSES A LAND.

SECTION C.

CARETAKING OF HOUS-ES, APARTMENTS AND LAND.

SECTION D.

PERMITPLANS, CON-STRUCTIONS. DESIGNS.

SECTION E.

LETTING OF HOUSES. APARTMENTS, FLATS & SHOPS FREE OF CHARGE FOR THE OWNER.

I herewith pay to the "Asia Land Co." the sum of \$.....as deposit for a commission for an apartment/house/shop, the amount of which is one month rent; it does not matter, whether the apartments/ houses/shops shown to me by the "Asia Land Co." have been advertised before by other agencies.

Should the "Asia Land Co." fail in getting me an apartment/house/shop, according to my wishes up to the company will refund the above mentioned deposit without interest on that date.

Upon signing a lease, balance of the commission falls due and is payable immediately.

Signed:

Mr./Mrs.

"Asia Land Co."

SHANGHAI MUNICIPAL POLICE N. // 0/

REPORT

Special Branch Sublish. File No. Date December 6, 1841.

Valentin HERFER - Letter from Real Estate SUBJECT: Brockers complaining about business methods of -

Attached is a letter of complaint from various real estate brockers, and a Police report submitted by D.S.I. Pitts on September 11, 1941, which reveals the antecedents and business methods of "Architect Herper" head of the "Asia Land Company" at Apartment 53, 778, Bubbling Well Road. As can be seen by the report Valentin HERFER and his partner KIRSTEIN are nothing but a team of ordinary swindlers making a living by defrauding people who entrust this "firm" with the search for Offices and Apartments.

With reference to the attached letter signed by representatives of six German Jewish refugee and three Chinese real estate firms, complaining about the methods of the "Asia Land Company", all the signatories have been called to this office and told that the Police is keeping an eye on Valentin Herper's activities, and would take the customary steps if and when a complainant will come forward who has a foolproof case against Herper and is willing to prosecute in the usual manner. The representatives of the complaining firms were asked to refer future complaints to the Police.

It was learned that the Horth-China Daily News. The Jewish Chronicle and the Sin Wan Pao, are now refusing to accept advertisements from Herper, and it is thought that this will considerably reduce the scape of his crossed activities.

Valentin HERFER - Letter from Real Astate
Drockers complaining about business methods of

real estate brockers, and a Police report submitted by D.B.I. Fitts on September 11, 1941, which reveals the antecedents and business methods of "Architect Herper" head of the "Asia Land Company" at Agartment 53, 778. Bubbling Well Road. As can be seen by the report Valentin Hamalak and his partner EIRSTEIN are nothing but a team of ordinary swindlers making a living by defrauding people who entrust this "firm" with the search for Offices and Apartments.

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It was learned that the North-China Daily News, The Jewish Chronicle and the Sin Wan Pao, are now refusing to accept advertisements from Herper, and it is thought that this will considerably reduce the scope of his crocked activities.



ASIA LAND.Co.

934, BUBBLING WELL ROAD 1st Floor (LIFT) APT.B.1. TEL. 33683

MEDHURST APARTMENTS

Office Hours 10-12, 2-4

General-Manager:
ARCHITECT HERPER
Personal Office Hours: 3-4 P.M.
Tel. 3 3 6 8 3
Telegrams:
"ASIALAND, SHANGHAI"

Shanghai,

Mr./Mrs. Wishes:

SECTION A.

SPECIALIST FOR REIN-FORCED CONCRETE. BUILDING EXPERT FOR APARTMENTS, OFFICES, SHOPS.

SECTION B.

AGENCY FOR HOUSES.
APARTMENTS, FLATS
& ROOMS, BUYING &
SELLING OF HOUSES &
LAND.

SECTION C.

CARETAKING OF HOUS-ES, APARTMENTS AND LAND.

SECTION D.

PERMITPLANS, CON-STRUCTIONS, DESIGNS,

SECTION E.

LETTING OF HOUSES, APARTMENTS. FLATS & SHOPS FREE OF CHARGE FOR THE OWNER. I herewith pay to the "Asia Land Co." the sum of \$......as deposit for a commission for an apartment/house/shop, the amount of which is one month rent; it does not matter, whether the apartments/houses/shops shown to me by the "Asia Land Co." have been advertised before by other agencies.

Should the "Asia Land Co." fail in getting me an apartment/house/shop, according to my wishes up to......., the company will refund the above mentioned deposit without interest on that date.

Upon signing a lease, balance of the commission falls due and is payable immediately.

Signed:

"Asia Land Co."

To the therefiel sunicipal Police-headquarters Shangha hai

Bear Surs.

The undersigned Brokers wish to draw your attention urgently to the so called " Asia Land do." 954 pubbling-Vell Rd. Teneral project ' Architect desper" well known ell over for his project 'dollgas"

He were enclosed advertisements he is offering, in the server Guine unity here and Sin Man Pao clarge varies in de Luxe allegate in houses for ment with coursely low ment without any regrees a lob to sever has only in order to take considerable advence payments of \$ 200. - and more thus being a boundie menter to the courties.

To has been doing this at first for over one year there he is living, from blo room under his real name — ember 207 with lithing, wroth Concession. Then is to our knowledge the boach colins was called several times to go after him.

After that about 5 worths since decemed it minimable to love over to a room at 775 Subbling-fall kd. Dat. 55 in the lenis Abertments now under a new name: "Asia "and Co.". Fore with his start to conver be has been doing the same takes and after many complaints the company of that femous building forced with to 1 ave. Our since 2 works again he has moved to another many to "A abbling-real kd. Apt. B I in the "a numer Apartments." From that we learned the porth thing being es refuses also to coupt any longer his floticious advertisements the very same which the de take appointed had done and refused to accept his ad's any defeatings.

f flow court a week ago he has started to reid all Chinese in the same granes by putting those adverticements into the lin can kee newspaper.

The time really scens to have our sfor the colice to an something in order to prevent the Public from losing their coney through the no upulous declings of this ren Tourer with his well trained " staff.

All of the undersigned Brokers are asking of the Police

... S. BEGISTBY

Special Branch Station.

File No. Date September 11, 1941.

SUBJECT: Valentin HERPER, German Jewish refugee.



Valentin HERPER. German Jewish refugee born at Polzin on April 24. 1880, arrived in Shanghai from Europe in the sa. Usaramo on June He is in possession of German passport J. H 72/39 issued in Stettin on April 21, 1939

and I.C. Identification Card No. 8698.

He claims to be an architect and states that he studied architecture at the Stettin Baugewerkschule, but he holds no degree or diploma and, according to enquiries made in Shanghai. it is very doubtful whether he can read a plan.

Winling, HERPER applied to the French Municipal Council for permission to operate an office in his residence as an agency for apartments and building-The requisite permission was eventually plans. granted.

On his note-paper which was styled "ARCHITECT V. HERPER, " his activities were divided into four sections, viz:

In June 1940, when residing at 207 Route

- A) Specialist for reinforced concrete building. expert for apartments, offices, shops.

 B) Agency for houses, apartments, flats and rooms buying and selling of houses and land.

 C) Caretaking of houses, apartments and land.
- D) Permitplans, constructions, designs.

In reality, however, his only activities were those of finding empty apartments and then locating tenants for such apartments. advertisements inserted in the local foreign press along these lines and was able to carry out some

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ten to a dozen transactions each month. In order to offset his expenses HERPER was in the habit of asking his satisfied clients the value of one month's rent on the new apartment, a sum to ber paid by the incoming tenant. He claimed that he was not interested in matters relating to key-money, a point that had to be settled between the incoming tenant and the outgoing tenant.

when a client solicited HERPER'S
assistance in securing a flat, HERPER stipulated
that in the event of his being unable to meet the
client's needs, his services were to be reimbursed
in accordance with the expenses in which he had been
involved. In certain instances, however, he has
stated that he would refund the initial deposit
money in full in the event of his being able to
find a flat or apartment for a client and it is
in this connection that many complaints have been
made about him.

There is no doubt he has made numerous dupes of persons who have made deposits with him as fees for his finding them flats, etc. When he has been unsuccessful in his efforts he has, at times, refused to return the deposits on the score that his expenses have been heavy and though it is known that he has settled many similar matters as a result of being threatened by the depositors that they would denounce him to the Police and have him charged, there are several instances in which the depositors - well-known local residents - have

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preferred to leave, say, sums of between \$100 up to \$400 in HERPER'S hands rather than go to the trouble and bother and expense of engaging a lawyer to present their case in court.

He thus defrauded Dr. VIDAL of US\$50 (he later paid back \$\$\$20), US\$50 and US\$100 from Madames LUNGANI and LACHMAN (84 Washington Apartments) and US\$100 from Madame ZENG, 12 Rue Delastre. Other persons who have been defrauded are known to this office but they prefer not to have their names mentioned as they intend to regard their experience as a costly lesson and forget about it.

As a result of a piece of gross impudence affecting the lease of a house leased by a French member of the French Police Force, HERPER, in July, 1941 was, in so many words, instructed to vacate the French Concession and on August 1, he moved to Apartment 53, 778 Bubbling Well Road where, in partnership with one KIRSTEIN, another refugee, he began business on the same lines under the name of "Asia Land Company."

He still advertises in the local press under the name of "Asia Land Company" and his modus operandi is almost similar to that practised previously. Thus, say a victim deposits \$200 with this concern for a flat to be found and nothing is located, it is the invariable custom with HERPER that he will procrastinate as long as possible over the return of the deposit, stating that this and that cost him money when trying to find the flat and that now he has no return for his services. And FM. 2 G. 850-1-41

SHANGHAI MUNICIPAL POLICE.

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so the matter drags along until the victim in most cases - charges the episode to experience and HERPER pockets the money.

On the other hand, however, it must be admitted that HERPER has, on very many occasions, found flats, houses and apartments for tenants and in many instances these clients have been extremely satisfied. When one takes into consideration the difficulty in finding accommodation these days, it is doubtful whether anything harsh can be said against a man who charges one month's rent when he completes his task in a successful manner.

Nevertheless, despite his advanced age, HERPER is a man of extremely doubtful morals whose impudence is without limit. Although no affair of big proportions has come to the ears of this office, there is no doubt that a number of smaller matters have been settled between HERPER and his clients after the former had previously shown reluctance to return the deposit, but in the majority of these cases the victims prefer to do nothing.

0-

D.S.I.

A.C. (Special Branch).

Blo. M.

25E 11 | 9 1 pm

To the Shanghai Minicipale Police-Headquar ters S h a n g h a i

It may be of greatest interest to the Police to know what a big crook under a new name of "Asia Land Co." 778 Bubbling-Well Apt. 53 is seeking refuge there in one furnished room after having swindled now for over one year all kinds of money out of the public up till now under his real name "Architect Herper" 207 Route Winling(French Concession).

The French Polcie, they know hom only too well.

He is pretending always in his advertisements in the North China Daily News to have all kinds of apartments and houses etc. for rent at cheep prices asking of his applicants first of all a considerable advance payment before showing any apartment or house which in most cases he never has. By putting a sharp eye on him you certainly will be able to prevent that more damage will be inflicted upon the Shanghai people and probably you will succeed in putting this crook there where he belongs to.

It may be important for you to know, that he calls himself an Architect which he never was in all his life, but he has done this and all kinds of crooked business already in his town in Germany where he comes from and he was punished there to serve many years in prison for his dealings.

Faithfully yours an old Shanghailander "1. C."

SASSOON HOUSE

SHANGHAI.

CABLES: "ICYGRAM"
P. O. BOX 2140

TELEPHONE 18637

THE INTERNATIONAL COMMITTEE FOR THE ORGANIZATION OF EUROPEAN IMMIGRANTS IN CHINA

SHANGHAI.

August 19, 1941.

Dr.F/GR.

F. A. Pitts, Esq., Special Branch, SMP., S H A N G H A I.

Dear Mr. Pitts:

We herewith beg to hand you the translation of a letter dated August 16, 1941, received from the Asia Land Co., 778 Bubbling Well Road, 5th floor, Apt. 53, re: the case of Mr. Geza Szabo vs. Architect Valentin Herper.

Yours sincerely

Hon. secretary.

17 6-41 1500

ASIA LAND CO., 778 Bubbling Well Road, 5th floor, Apt. 53, Tel. 37138

REGISTERED

Shanghai, August 16, 1941.

"I.C." Komor, Conciliation Board, Sassoon House, LOCAL

Re: Dr. 3/UM

We acknowledge receipt of your registered letter of the 15th inst. and are very much astonished that Mr. Szabo must be left to us entirely.

We quite energetically refuse your expression "very itself we state:

Mr. Seabo has made an agreement with us that expired on June 1. Mr. Seabo did not consider it necessary to come to our office for the repayment of his deposit. After Mr. Seabo moved from the Palace Hotel to the Metropole Hotel, we did not have the slightest possibility of asking Mr. Seabo to fetch his deposit.

We gather from your letter that Mr. Scabo has given you a fully false declaration that is partly offending to us.

Our Mr. Kirstein has already communicated to you by phone that the firm "Architect Herper" has been taken over by the "Asia Land Co.". Mr. Eirstein has furthernore asked you to induce Mr. Saabe to come to our office where he gets his deposit, the receipt of which he must personally acknowledge, after returning the duplicate of the contract.

We hope to have hereby made the matter sufficiently clear and expect no more interference from your side in this matter.

Yours faithfully,

ASIA LAND CO.

(sd.) Herper (sd.) Kirstein